NOTE: This form contract is a suggested guide only and use of this form or any variation thereof shall be at the sole discretion and risk of the user parties. Users of the form contract or any portion or variation thereof are encouraged to seek the advice of counsel to ensure that their contract reflects the complete agreement of the parties and applicable law. The International Association of Drilling Contractors disclaims any liability whatsoever for loss or damages which may result from use of the form contract or portions or variations thereof. Computer generated form, reproduced under license from IADC.

INTERNATIONAL ASSOCIATION OF DRILLING CONTRACTORS DRILLING BID PROPOSAL AND DAYWORK DRILLING CONTRACT - U.S.

Revised April, 2003

i instrument will o he following add	ess:	Coelweel US. TOULDID S	hould be mailed or delivered not later than	P.M. on	. 20
s Contract is m		SEE PAI	ONTAINS PROVISIONS RELATING F LIABILITY, AND ALLOCATION (RAGRAPHS 4.9, 6.3(c), 10, 12, AN rest forth by and between the parties herein design	OF RISK ID 14	
OPERATOR: Address:	TACO RESOUR	es Inc. erra Bivd, Suite 350	action by and between the parties herein design	lated as "Operator" and "Contri	ector."
	San Antonio, 1	exas 78232			
CONTRACTO Address:	R: Unison Drilling P.O. Box 715	, inc.			
	Devine, Texas	78016			
CAMON D AN	acred nereto and	promises, conditions as made a part hereof or gas on a Daywork Ba	nd agreements herein contained and the specification (the "Contract"), Operator engages Contractor asis.	ications and special provision as an independent contract	ns set forth in Exhibit ", or to drill the hereinaft
rator to direct smas only it rator shall be its and all othe LOCATION C Well Name	drilling operations to obligations a solely responsit r risks or liabilitie	nection, supervision as). When operating o nd liabilities stated ile and assumes liab s incurred in or incides	is means Contractor shall furnish equipment, and control of Operator (inclusive of any employ a Deywork Basis, Contractor shall be for herein. Except for such obligations and illity for all consequences of operations by an to such operations.	oyee, agent, consultant or : willy paid at the applicable of Habilities specificants	subcontractor engaged rates of payment as
Parish/	DISCOS - SEVEL	7 - 74H			
_			Field	······································	
County: May Well location: land description 1.1 Additional	erick and n: <u>To be determ</u>	State:			
County: May Well location: land description 1.1 Additional ations described e. COMMENCE: Contractor age	erick ind n: To be determ Well Locations of above are for well MENT DATE: ses to use reasons	State: Ined Areas: and Contract identificate ble efforts to commence	Texas Name: Ion only and Contractor assumes no liability whats operations for the drilling of the well by the		ocation stake on Operator
County: May Well location : land description 1.1 Additional ations described e. COMMENCE: Contractor agr As soon as rig DEPTH: 3.1 Well Deptination, whicheve	well Locations of above are for well well to use reasons becomes available. The well(s) shall ris deeper, but the	Areas: and Contract identification of a second weather permitting the drilled to a depth of a second contract identification.	Texas Name: Ion only and Contractor assumes no liability whats operations for the drilling of the well by the lag and operator has location ready. Inproximately 3352 TVD feet, or to required hereunder to drill said well(a) below a management.	28th day of Augus	ocation stake on Operator
County: May Well location: land description 1.1 Additiona ations described e. COMMENCE: Contractor ag: As soon as right DEPTH: 3.1 Well Deptination, which every baywork in the contractor and Ope	Well Locations of above are for well above are for well above are for well above are for well above available. The well(s) shall ris deeper, but the ator mutually agree ATES:	Areas: and Contract identificate ble efforts to commence and weather permitte be drilled to a depth of a Contractor shall not be a	Texas Name: Ion only and Contractor assumes no liability whats operations for the drilling of the well by the larg and operator has location ready. Ipproximately 3352 TVD feet, or to required hereunder to drill said well(s) below a maxim.	28th day of Augus	t , 20 <u>08</u>
County: May Well location: land description 1.1 Additional ations described e. COMMENCE: Contractor age As soon as right DEPTH: 3.1 Well Dept lation, whicheve tractor and Ope DAYWORK R Contractor she 4.1 Mobilizati day. This sum s	well Locations of above are for well above are for well above are for well above are reasonal becomes available. The well(s) shall r is deeper, but the ator mutuelly agree ATES:	State: Ined Areas: and Contract identification ble efforts to commence and weather permitti be drilled to a depth of a Contractor shall not be re to drill to a greater depth owing rates for the work oay Contractor a mobilizable in full at the time the	Texas Name: Ion only and Contractor assumes no liability whats operations for the drilling of the well by the ling and operator has location ready. Inproximately 3352 TVD feet, or to required hereunder to drill said well(s) below a manth.	28th day of Augus the imum depth of 6100MD	t , 20 08
County: May Well location a land description 1.1 Additional ations described Commence Commence Contractor agr As soon as rig DEPTH: 3.1 Well Depti ation, whicheve tractor and Ope DAYWORK R Contractor she 4.1 Mobilizati day. This sum a sportation con 4.2 Demobility No	arick and n: To be determ Well Locations of above are for well above are for well above are for well altern DATE: altern particles available at the well(s) shall ar is deeper, but the rator mutually agree ATES: all be paid at the foll on: Operator shall in all be due and pay at riggling up rigging atton: Operator shall	Areas: and Contract identificate ble efforts to commence and weather permitte be drilled to a depth of a Contractor shall not be re- to drill to a greater depth owing rates for the work way Contractor a mobilizable in full at the time the g down.	Texas Name: Ion only and Contractor assumes no liability whats operations for the drilling of the well by the large and operator has location ready. Inproximately 3352 TVD feet, or to required hereunder to drill said well(s) below a maxib. It performed hereunder. In performed hereunder. In a right said well sa	28th day of Augus the simum depth of \$100MD are mobilization day rate of \$100 mobilization shall income or a demobilization shall income or a demobilization of a dem	t , 20 08 feet, unle
County: May Well location: land description 1.1 Additiona 1.1 Additiona 1.1 Additiona 1.1 Additiona 1.2 COMMENCE: Contractor age As soon as rig DEPTH: 3.1 Welt Deptiation, whicheve tractor and Ope DAYWORK R Contractor six 4.1 Mobilization con 4.2 Demobilization con 4.3 Moving R reactor a sum of	arick and n: To be determ Well Locations of above are for well above are for well above are for well altern DATE: altern becomes availab the The well(s) shall r is deeper, but the rator mutually agree ATES: alt be paid at the foll on: Operator shall pall be due and pay at rigging up riggin atton: Operator shall atton shall include: attern buring the time \$ NA	Areas: and Contract identification of a contract of an administration of a contract of an administration of a contractor shall not be a to drill to a greater deploying rates for the work pay Contractor a mobilizable in full at the time the grown. All pay Contractor a demonstration of a contractor a demonstration of the contractor and	Texas Name: Ion only and Contractor assumes no liability whats operations for the drilling of the well by the large and operator has location ready. Inproximately 3352 TVD feet, or to required hereunder to drill said well(s) below a maxim. In performed hereunder. In performed hereunder. In a rig is rigged up or positioned at the well site read a rig is rigged up or positioned at the well site read a right in the results of the read and the read are that no demobilization fee shall be payable if the from a drill site, or between drill sites, commencing (24) hour day.	28th day of Augus the	feet, unle
County: May Well location: land description 1.1 Additiona Itions described E. COMMENCE: Contractor age As soon as rig DEPTH: 3.1 Welt Depti ation, whicheve tractor and Ope DAYWORK R Contractor shall also This sum a seportation could 4.2 Demobility 4.3 Moving R tractor a sum of	above are for well above availab becomes availab becomes availab becomes availab in: The well(s) shall r is deeper, but the rator mutually agree at the foll on: Operator shall all be due and pay t riggling up rigglin ation: Operator shall ation shall include: ate: During the time \$ N/A Day Rate: For wor	Areas: and Contract identificate ble efforts to commence and weather permitte be drilled to a depth of a Contractor shall not be re- to drill to a greater depth owing rates for the work bay Contractor a mobifize able in full at the time the g down. all pay Contractor a deminer day, provided however N/A	Texas Name: Ion only and Contractor assumes no liability whats operations for the drilling of the well by the large and operator has location ready. Inproximately 3352 TVD feet, or to required hereunder to drill said well(s) below a maxim. In performed hereunder. In performed hereunder. In a rig is rigged up or positioned at the well site read a rig is rigged up or positioned at the well site read a right in the results of the read and the read are that no demobilization fee shall be payable if the from a drill site, or between drill sites, commencing (24) hour day.	28th day of Augus the	feet, unless N/A Liude: Avairable during tear down the total loss or destruction. Operator shall process.
County: May Well location is land description 1.1 Additional ations described e. COMMENCE: Contractor age As soon as rig DEPTH: 3.1 Welt Deptiliation, whicheve it actor and Ope DAYWORK R Contractor six 4.1 Mobilization, This sum a isportation con 4.2 Demobilization of the rig. T	arick and n: To be determ Well Locations of above are for well above are for well above are for well altern DATE: altern becomes availab the The well(s) shall r is deeper, but the rator mutually agree ATES: alt be paid at the foll on: Operator shall pall be due and pay at rigging up riggin atton: Operator shall atton shall include: attern buring the time \$ NA	Areas: and Contract identification of a contract of a contract identification of a contract of and weather permitting down of a contractor shall not be reported to a greater depict owing rates for the work pay Contractor a mobilizable in full at the time the grown. All pay Contractor a demonstration or per twenty-four twenty-f	Texas Name: Ion only and Contractor assumes no liability whats operations for the drilling of the well by the ling and operator has location ready. Inproximately 3352 TVD feet, or to required hereunder to drill said well(s) below a maxible. I performed hereunder. I performed hereunder. I ation fee of \$ 39,500.00 or a erig is rigged up or positioned at the well site read obblization fee of \$ N/A er that no demobilization fee shall be payable if the from a drill site, or between drill sites, commencing (24) hour day. I without Drill Pipe	28th day of Augus the	feet, unless N/A Liude: Avairable day rate shall be coperating day rate shall be coperating day rate shall be
County: May Well location: land description 1.1 Additional ations described tie: COMMENCE: Commence: Commence: Commence: Commence: Commence: Commence: Commence: Commence: As soon as rig DEPTH: 3.1 Well Deprination, whicheve intractor and Ope DAYWORK R Contractor shall day. This sum a naportation cost 4.2 Demobility None rig. Demobility 4.3 Moving R stractor a sum of	above are for well above availab becomes availab becomes availab becomes availab in: The well(s) shall r is deeper, but the rator mutually agree at the foll on: Operator shall all be due and pay t riggling up rigglin ation: Operator shall ation shall include: ate: During the time \$ N/A Day Rate: For wor	Areas: and Contract identificate ble efforts to commence and weather permitte be drilled to a depth of a Contractor shall not be re- to drill to a greater depth owing rates for the work bay Contractor a mobilize able in full at the time the g down. all pay Contractor a dem per day, provided howev N/A the rig is in transit to or per twenty-four k performed per twenty-	Texas Name: Ion only and Contractor assumes no liability whats operations for the drilling of the well by the ling and operator has location ready. Inproximately 3352 TVD feet, or to required hereunder to drill said well(s) below a maxible. Inperformed hereunder. In performed hereunder. In a significant of the well site read on the read of the line of \$ 39,500.00 or a erig is rigged up or positioned at the well site read obblization fee of \$ NVA or that no demobilization fee shall be payable if the from a drill site, or between drill sites, commencing (24) hour day. If our (24) hour day with 4	28th day of Augus the	feet, unless N/A lude: Avairable day rate shall be the properating day rate shall be the properation operating day rate shall be the properation of the properatio

and will cease when the rig is ready to be moved off the location.

Revised April, 2003

If under the above column ""With Drill Pipe"" no rates are specified, the rate per twenty-four hour day when drill pipe is in use shall be the applicable rate specified in the column ""Without Drill Pipe" plus compensation for any drill pipe actually used at the rates specified below, computed on the basis of the maximum drill pipe in use at any time during each twenty-four hour day.

				DRILL PIPE RAT	E PER 24-H(OUR DAY			
	Stra	ight Hole	Size	Grade	l la	Directional or controllable Deviated Hole	<u></u>		
:	·	N/A per ft.	4	4.00		per ft.	Size	Grade	
\$	<u> </u>	per ft.				per ft.			Į
\$	·	per ft.				per ft.			
Dire	ctional or	uncontrolled deviated hole v	will be deemed to exi	st when deviation exc		degrees or when the ch	ence of apple exceed		
		ne hundred feet.				and of Miles and Ci	range or angle exceed:	s	
	Drill pipe	e shalf be considered in use	not only when in ac	fusi use but also whit	a it is haina r	oicked up or laid down. When drill p	-tt		
be d	considered	in use, provided, however	or that if Contractor	furnishes special at	aurio Acuti A f	picked up or laid down, when drill (Ope is standing in the	derrick, it shali not	
sam	e shall b	e considered in use at all	times when on loc	retine or until minera	THINGS OF CIVIL	pipe, drill collars, and handling to	ools as provided for i	in Exhibit "A", the	
the	amount o	of time drill nine is in use	but such time she	il he computed to a	ed by Opera	tor. In no event shall fractions o	f an hour be conside	ered in computing	
than	thirty min	utes not to be counted.	POT SOCIE THE SHE	in the combined to the	ne nearest h	our, with thirty minutes or more	being considered a t	full hour and less	
			14. t						
		pair ime; in the event	it is necessary to	shut down Contrac	tor's rig for	repairs, excluding routine rig s	servicing, Contractor	shall be allowed	
com	beussnou	at the applicable rate for su	ich shut down time u	p to a maximum of	4	hours for any one rig repair job, I	but not to exceed	12 hours	1
Of SL	ich compi	ensation for any calendar m	onth. Thereafter, Cor	tractor shall be comp	ensated at a	rate of \$	er twenty-four (24) ho	ur day. Routine rig	1
serv	icing sha	Il include, but not be limit	ted to, cutting and s	slipping drilling line,	changing pu	mp or swivel expendables, testin	g BOP equipment, lu	bricating rig, and	
									
	4.6 Star	ndby Time Rate: \$ 13.56	00.00 per twer	nty-four(24) day. Stand	dby time shal	I be defined to include time when the	ne rig is shut down alth	nough in readiness	1
to be	gin or res	sume operations but Contrac	ctor is weiting on ord	ers of Operator or on	materials, ser	rvices or other items to be furnished	d by Operator.		
	4.7 Drill	ling Fluid Rates: When dr	illing fluids of a type	and characteristic th	uat increases	Contractor's cost of performance	hereunder, including.	but not limited to	
oil-b	ased mud	l or potassium chloride, are	in use, Operator shal	li pay Contractor in ad	ldition to the	operating rate specified above:	,	,	
	(2)	\$ 30.00 per m	an per day for Contro	sctor's rig-site person		•			
	(b) (c)		By Additional operation	g rate; and	SALION AMARINE	ng rate to clean rig and related equi			1
	4.8 Fc	orce Maleura Rete: \$. 0 &	00 00	nor hands for (0.4	Noura Operatu	ny rate to clean ng and related equi	ipment.	,	Į
carri	ed on di	e to conditions of Force	Molouro on defend	per twenty-lour (24) nour day to	r any continuous period that norma	l operations are suspe	inded or cannot be	I
can :	release th	e tid in accordance with On	estore debte di	in maragraph 17 ne	eneor. It is, f	nowever, understood that subject	to Subparagraph 6.3	B below, Operator	
	44 P	nightenside Costs Cook	crator s ngnt to direct	t stoppage of the worl	k, effective wi	hen conditions will permit the rig to	be moved from the loc	cation.	
nmu	ided for h	omin but which for any order	III. SUSH LANDUISE I	Contractor for the co	sts of materia	al, equipment, work or services wi	hich are to be furnishe	ed by Operator as	
د دادو	1000 101 (f	erent par walch for convenie	rice are actually furn	ished by Contractor a	t Operator's r	request, plusp	ercent for such co	ost of handling.	I
O	, at U	peracors request and	with Contractor's	agreement, the (Contractor 1	furnishes or subcontracts for	certain items or	services which	
Upe	retor is i	required herein to provid	de, for purposes o	f the indemnity and	d release pr	rovisions of this Contract, said	Items or services :	shall be deemed	
 10 1	o Opera	tor furnished Items or .	services. Any sub	contractors so him	nd shall be	deemed to be Operator's cor	stractor, and Operat	tor shall not be	
refie		ry of its liabilities in conne							
	4.10 R	evision in Rates: The rate	s and/or payments i	verein set forth due to	o Contractor	from Operator shall be revised to	reflect the change in	costs if the costs	
	ly of the it	ems hereinafter listed shall	vary by more than	Actual		the costs thereof on the dat			1
perc	ent after t	he date of any revision purs	uant to this Subpera	graph:					1
	(8)	Labor costs, including all	benefits, of Contracts	or's personnel;					
	(c)) Contractor's cost of insura Contractor's cost of fuel, i	including all taxes an	d fees; the cost per a	allon/MCF he	ing \$ To be furnished by oper			
	(-,	CONTRACTOR & COST OF CRITERIE					ator;		
	(f)	 If Operator requires Contractor's cost of spare 	PDBMS BNC SUbblies v	With the understanding	i that euch ec	sere made and appellac accurate as	NA	noment of the	1
		operating rate and that the WPU119102) to determin	ie pardes snaliuse u	ne U.S. Bumaau of Ial	hor Statistics	Oil Field and Cas Field Dalting Ma	chinery Producer Pric	percent of the e index (Series ID	
	(g)	∖ ii na sa na sa in cuainde iu	legislation or regula	tions in the area in w	which Contract	spare parts and supplies; ctor is working or other unforeseer	. unusual event that :	Alters Contractor's	
_						-	,		
5 .		F PAYMENT							
		t is due by Operator to Conf							
	6.1 Pay	ment for mobilization, driffi	ng and other work p	performed at applicat	ole rates, and	d all other applicable charges sha	il be due, upon prese	entation of invoice	
men	etor, upor	completion of mobilization	n, demobilization, ric	release or at the e	and of the m	onth in which such work was pe	rformed or other chair	rges are incurred,	
Whic	hever sh	all first occur. All invoices	may be mailed to	Operator at the addi	ress hereinal	bove shown, unless Operator doe	s hereby designate t	hat such invoices	
shal	l be maile	d as follows:	 -						
	5.2 Dis;	outed invoices and Late Pr	llyment: Operator sh	ali pay all invoices wit	thin30	days after receipt excep	pt that if Operator di	sputes an invoice	1
OF B	ny part the	ereof, Operator shall, within	fifteen days after re	ceipt of the invoice, n	otify Contract	tor of the item disputed, specifying	the reason therefor, a	and nevment of the	
di s p	uted item	may be withheld until settle	ement of the dispute	, but timely payment	shall be mad	to of any undisputed portion. Any a	sums (including amou	nis ultimately naid	
with	respect to	a disputed invoice) not pai	d within the above sp	ecified days shall be:	ar interest at 1	the rate ofp	ercent or the maxi	mum legal rate	
whic	hever is i	ess, per month from the du	e date until paid. If (Operator does not pay	y undisputed	Items within the above stated time	. Contractor may sust	and operations or	1
term	inate this	Contract as specified under	Subparagraph 6.3.				, community ada,	Seria oberations of	
6.	TERM:								
	6.1 Dr	uration of Contract: This	Contract shall remai	n in full force and of	fect until drill	ling operations are completed on t	the well or upite sees	ified in Deserve	
1 ab	ove, or fo	r a term ofone w	rell commencina	on the date specified	n Paraoranh	2 shove	no won the wolls spec	aneu ni Paragraph	
						well(s) or for a period of!	Mra		ļ
by g	iving notic	e to Contractor at least	10 days prior to	completion of the ***	all then bein-	drilled or by	N/A		
				product of the Wi	on unon unon 19	OTHER OF UY			f
		arly Termination:							
	(a) B	Fither Party: Upon giving	g of written notice, e	ither party may termi	nate this Cor	ntract when total loss or destruction	n of the rig, or a maid	or breakdown with	

indefinite repair time necessitate stopping operations hereunder.

09-51807-rbk Doc#1415-1 Filed 03/12/10 Entered 03/12/10 15:40:53 Exhibit A Part 1 - Unison Drilling Contract Pg 3 of 12

- Revised April, 2003

 Work to be performed by Contractor hereunder at any time prior to reaching the specified depth, and even though Contractor has made no default hereunder. In such event, Operator shall reimburse Contractor as set forth in Subparagraph 6.4 hereof.
- (c) By Contractor: Notwithstanding the provisions of Paragraph 3 with respect to the depth to be drilled, in the event Operator shall become insolvent, or be adjudicated a bankrupt, or file, by way of petition or answer, a debtor's petition or other pleading seeking adjustment of Operator's debts, under any bankruptcy or debtor's relief laws now or hereafter prevailing, or if any such be filed against Operator, or in case a receiver be appointed of Operator or Operator's property, or any part thereof, or Operator's affairs be placed in the hands of a Creditor's Committee, or, following three business days prior written notice to Operator if Operator does not pay Contractor within the time specified in Subparagraph 5.2 all undisputed items due and owing, Contractor may, at its option, (1) elect to terminate further performance of any work under this Contract and Contractor's right to compensation shall be as set forth in Subparagraph 6.4 hereof, or (2) suspend operations until payment is made by Operator in which event the standby time rate contained in Subparagraph 4.6 shall apply until payment is made by Operator and operations are resumed. In addition to Contractor's rights to suspend operations or terminate performance under this Paragraph, Operator hereby expressly agrees to protect, defend and Indemnity Contractor from and against any claims, demands and causes of action, including all costs of defense, in fevor of Operator's co-venturers, co-lessees and joint owners, or any other parties arising out of any drilling commitments or obligations contained in any lease, farmout agreement or other agreement, which may be affected by such suspension of operations or termination of performance hereunder.
 - 6.4 Early Termination Compensation:

(c) Subsequent to spudding: If such termination occurs after the spudding of the well, Operator shall pay Contractor (1) the amount for all applicable
rates and all other charges and reimbursements due to Contractor but in an area obstitutions
rates and all other charges and reimbursements due to Contractor, but in no event shall such sum, exclusive of reimbursements due, be less than would have
been samed for 48 days at the smill state of the sm
been earned for 16 days at the applicable rate "Without Drill Pipe" and the actual amount due for drill pipe used in accordance with the above
The above
rates; or (2) at the election of Contractor and in lieu of the foregoing, Operator shall pay Contractor for all expenses reasonably and necessarily incurred and to
to be and to be and to all expenses reasonably and necessarily incurred and to
he incurred by reason of this Contract and by reason of
be incurred by reason of this Contract and by reason of such premature termination plus a lump sum of \$ 50,000,00 provided, however, if this Contract
provided, nowever, ir this Contract
15 for a term of more than one well or for a period of time. Operator shall new Contractor in culture to the culture to the contractor in culture to contractor in culture to the culture to contractor in culture to the contractor in culture to contractor in culture to contracto
is for a term of more than one well or for a period of time, Operator shall pay Contractor, in addition to the above, the Force Majeure Rate less any unnecessary
labor from the date of termination until the and of the same
labor from the date of termination until the end of the term or

. Casing Program

Operator shall have the right to designate the points at which casing will be set and the manner of setting, cementing and testing. Operator may modify the casing program, however, any such modification which materially increases Contractor's hazards or costs can only be made by mutual consent of Operator and Contractor and upon agreement as to the additional compensation to be paid Contractor as a result thereof.

8. DRILLING METHODS AND PRACTICES:

- 8.1 Contractor shall maintain well control equipment in good condition at all times and shall use all reasonable means to prevent and control fires and blowouts and to protect the hole.
- 8.2 Subject to the terms hereof, and at Operator's cost, at all times during the drilling of the well, Operator shall have the right to control the mud program, and the drilling fluid must be of a type and have characteristics and be maintained by Contractor in accordance with the specifications shown in Exhibit "A".
- 8.3 Each party hereto agrees to comply with all laws, rules, and regulations of any federal, state or local governmental authority which are now or may become applicable to that party's operations covered by or arising out of the performance of this Contract. When required by law, the terms of Exhibit "B" shall apply to this Contract. In the event any provision of this Contract is inconsistent with or contrary to any applicable federal, state or local law, rule or regulation, said provision shall be deemed to be modified to the extent required to comply with said law, rule or regulation, and as so modified said provision and this Contract shall continue in full force and effect.
- 6.4 Contractor shall keep and furnish to Operator an accurate record of the work performed and formations drilled on the IADC-API Daily Drilling Report Form or other form acceptable to Operator. A legible copy of said form shall be furnished by Contractor to Operator.
- 8.5 If requested by Operator, Contractor shall furnish Operator with a copy of delivery tickets covering any material or supplies provided by Operator and received by Contractor.

9. INGRESS, EGRESS, AND LOCATION:

Operator hereby assigns to Contractor all necessary rights of ingress and agress with respect to the tract on which the well is to be located for the performance by Contractor of all work contemplated by this Contract. Should Contractor be denied free access to the location for any reason not reasonably within Contractor's control, any time lost by Contractor as a result of such denial shall be paid for at the standby time rate. Operator agrees at all times to maintain the road and location in such a condition that will allow free access and movement to and from the drilling site in an ordinarily equipped highway type vehicle. If Contractor is required to use buildozers, tractors, four-wheel drive vehicles, or any other specialized transportation equipment for the movement of necessary personnel, machinery, or equipment over access roads or on the drilling location, Operator shall furnish the same at its expense and without cost to Contractor. The actual cost of repairs to any transportation equipment furnished by Contractor or its personnel damaged as a result of improperly maintained access roads or location will be charged to Operator. Operator shall reimburse Contractor for all amounts reasonably expended by Contractor for repairs and/or reinforcement of roads, bridges and retated or similar facilities (public and private) required as a direct result of a rig move pursuant to performance hereunder. Operator shall be responsible for any costs associated with leveling the rig because of location settling.

10. SOUND LOCATION:

Operator shall prepare a sound location adequate in size and capable of properly supporting the drilling rig, and shall be responsible for a casing and camenting

1

1

09-51807-rbk Doc#1415-1 Filed 03/12/10 Entered 03/12/10 15:40:53 Exhibit A Part 1 - Unison Drilling Contract Pg 4 of 12

Program adequate to prevent soil and subsoil wash out. It is recognized that Operator has superior knowledge of the location and access routes to the location, and must advise Contractor of any subsurface conditions, or obstructions (including, but not limited to, mines, caverns, sink holes, streams, pipelines, power lines and communication lines) which Contractor might encounter while en route to the location or during operations hereunder. In the event subsurface conditions cause a cretering or shifting of the location surface, or if seabed conditions prove unsatisfactory to properly support the rig during marine operations hereunder, and loss or damage to the rig or its associated equipment results therefrom, Operator shell, without regard to other provisions of this Contract, including Subparagraph 14.1 hereof, reimburse Contractor for all such loss or damage including removal of debris and payment of Force Majeure Rate during repair and/or demobilization if applicable.

11. EQUIPMENT CAPACITY

Operations shall not be attempted under any conditions which exceed the capacity of the equipment specified to be used hereunder or where canal or water dep	-
are in excess of 0 feet. Without prejudice to the provisions of Paragraph 14 heraunder, Contractor shall have the right to ma	
the final decision as to when an operation or attempted operation would exceed the capacity of specified equipment.	1KG

12. TERMINATION OF LOCATION LIABILITY:

When Contractor has concluded operations at the well location, Operator shall thereafter be liable for damage to property, personal injury or death of any person which occurs as a result of conditions of the location and Contractor shall be relieved of such liability; provided, however, if Contractor shall subsequently reenter upon the location for any reason, including removal of the rig, any term of the Contract relating to such reentry activity shall become applicable during such period.

13. INSURANCE

During the life of this Contract, Contractor shall at Contractor's expense maintain, with an insurance company or companies authorized to do business in the state where the work is to be performed or through a self-insurance program, insurance coverages of the kind and in the amount set forth in Exhibit "A", insuring the liabilities specifically assumed by Contractor in Paragraph 14 of this Contract. Contractor shall produce from the company or companies writing said insurance a certificate or certificates that said insurance is in full force and effect and that the same shall not be canceled or materially changed without ten (10) days prior written notice to Operator. For liabilities assumed hereunder by Contractor, its insurance shall be endorsed to provide that the underwriters waive their right of subrogation against Operator. Operator will, as well, cause its insurer to waive subrogation against Contractor for liability it assumes and shall maintain, at Operator's expense, or shall self insure, insurance coverage as set forth in Exhibit "A" of the same kind and in the same amount as is required of Contractor, insuring the liabilities specifically assumed by Operator in Paragraph 14 of this Contract. Operator shall produce from the company or companies writing said insurance a certificate or certificates that said insurance is in full force and effect and that the same shall not be canceled or materially changed without ten (10) days prior written notice to Contractor. Operator and Contractor shall cause their respective underwriters to name the other additionally insured but only to the extend of the indemnification obligations assumed herein.

14. RESPONSIBILITY FOR LOSS OR DAMAGE, INDEMNITY, RELEASE OF LIABILITY AND ALLOCATION OF RISK:

- 14.1 Contractor's Surface Equipment: Contractor shall assume liability at all times for damage to or destruction of Contractor's surface equipment, regardless of when or how such damage or destruction occurs, and Contractor shall release Operator of any liability for any such loss, except loss or damage under the provisions of Paragraph 10 or Subparagraph 14.3.
- 14.2 Contractor's in-Hole Equipment: Operator shell assume liability at all times for damage to or destruction of Contractor's in-hole equipment, including, but not limited to, drill pipe, drill collers, and tool joints, and Operator shell reimburse Contractor for the value of any such loss or damage; the value to be determined like kind by agreement between Contractor and Operator as current repair costs or 100 percent of current-newl replacement cost of such equipment delivered to the well site.
- 14.3 Contractor's Equipment Environmental Loss or Damage: Notwithstanding the provisions of Subparagraph 14.1 above, Operator shell assume liability at all times for damage to or destruction of Contractor's equipment resulting from the presence of H₂S, CO₂ or other corrosive elements that enter the drilling fluids from subsurface formations or the use of corrosive, destructive or abrasive additives in the drilling fluids.
- 14.4 Operator's Equipment: Operator shall assume liability at all times for damage to or destruction of Operator's or its co-venturers', co-lessees' or joint owners' equipment, including, but not limited to, casing, tubing, well head equipment, and platform if applicable, regardless of when or how such damage or destruction occurs, and Operator shall release Contractor of any liability for any such loss or damage.
- 14.5 The Hole: in the event the hole should be lost or damaged, Operator shell be solely responsible for such damage to or loss of the hole, including the casing therein. Operator shell release Contractor and its suppliers, contractors and subcontractors of any tier of any liability for damage to or loss of the hole, and shell protect, defend and indemnily Contractor and its suppliers, contractors and subcontractors of any tier from and against any and all claims, liability, and expense relating to such damage to or loss of the hole.
- 14.6 Underground Damage: Operator shall release Contractor and its suppliers, contractors and subcontractors of any tier of any liability for, and shall protect, defend and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against any and all claims, liability, and expense resulting from operations under this Contract on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or weter, if at the time of the act or omission causing such injury, destruction, loss, or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or demage to any formation, strate, or reservoir beneath the surface of the earth.
- 14.7 inspection of Materials Furnished by Operator: Contractor agrees to visually inspect all meterials furnished by Operator before using same and to notify Operator of any apparent defects therein. Contractor shall not be liable for any loss or damage resulting from the use of materials furnished by Operator, and Operator shall release Contractor from , and shall protect, defend and indomnify Contractor from and against, any such liability.
- 14.8 Contractor's indemnification of Operator: Contractor shell release Operator of any illability for, and shall protect, defend and indemnity Operator from and against all claims, demands, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties, arising in connection herewith in favor of Contractor's employees or Contractor's subcontractors of any tier (inclusive of any agent or consultant engaged by Contractor) or their employees, or Contractor's invitees, on account of bodily injury, death or damage to property. Contractor's indemnity under this Paragraph shall be without regard to and without any right to contribution from any insurance maintained by Operator pursuant to Paragraph 13. If it is judicially determined that the monetary limits of insurance required hereunder or of the indemnities voluntarily assumed under Subparagraph 14.8 (which Contractor and Operator hereby agree will be supported either by available liability insurance, under which the insurer has no right of subrogation against the indemnities, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.
- 14.9 Operator's indemnification of Contractor: Operator shall release Contractor of any liability for, and shall protect, defend and indemnify Contractor from and against all claims, demands, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties, arising in connection herewith in favor of Operator's employees or Operator's contractors of any tier (inclusive of any agent, consultant or

١

09-51807-rbk Doc#1415-1 Filed 03/12/10 Entered 03/12/10 15:40:53 Exhibit A Part 1 - Unison Drilling Contract Pg 5 of 12

Revised April, 2003 and Contractor engaged by Operator's or their employees, or Operator's invitees, other than those parties identified in Subparagraph 14.8 on account of bodily injury, death or damage to properly. Operator's indemnity under this Paragraph shall be without regard to and without any right to contribution from any insurance maintained by Contractor pursuant to Paragraph 13. If it is judicially determined that the monetary limits of insurance required hereunder or of the indemnities voluntarily assumed under Subparagraph 14.9 (which Contractor and Operator hereby agree will be supported either by available liability insurance, under which the insurer has no right of subrogation against the indemnities, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.

14.10 Liability for Wild Well: Operator shall be liable for the cost of regaining control of any wild well, as well as for cost of removal of any debris and cost of property remediation and restoration, and Operator shall release, protect, defend and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against any liability for such cost.

14.11 Pollution or Contamination: Notwithstanding anything to the contrary contained herein, except the provisions of Paragraphs 10 and 12, it is understood and agreed by and between Contractor and Operator that the responsibility for pollution or contamination shall be as follows:

(a) Contractor shall assume all responsibility for, including control and removal of, and shall protect, defend and indemnity Operator from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination, which originates above the surface of the land or water from splits of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballest, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Contractor's possession and control and directly associated with Contractor's equipment and facilities.

(b) Operator shall assume all responsibility for, including control and removal of, and shall protect, defend and indemnity Contractor and its suppliers, contractors and subcontractors of any tier from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly from all other pollution or contamination which may occur during the conduct of operations hereunder, including, but not limited to, that which may result from fire, blowout, critering, seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposition of all drilling fluids, including, but not limited to, oil emulsion, oil base or chemically treated drilling fluids, contaminated cuttings or cavings, lost circulation and fish recovery materials and fluids. Operator shall release Contractor and its suppliers, contractors and subcontractors of any tier of any liability for the foregoing.

(c) in the event a third party commits an act or omission which results in poliution or contamination for which either Contractor or Operator, for whom such party is performing work, is held to be legally liable, the responsibility therefor shall be considered, as between Contractor and Operator, to be the same as if the party for whom the work was performed had performed the same and all of the obligations respecting protection, defense, indemnity and limitation of responsibility and liability, as set forth in (a) and (b) above, shall be specifically applied.

14.12 Consequential Damages: Subject to and without affecting the provisions of this Contract regarding the payment rights and obligations of the parties or the risk of loss, release and indemnity rights and obligations of the parties, each party shall at all times be responsible for end hold harmless and indemnity the other party from and against its own special, indirect or consequential damages, and the parties agree that special, indirect or consequential damages shall be deemed to include, without limitation, the following: loss of profit or revenue; costs and expenses resulting from business interruptions; loss of or delay in production; loss of or damage to the leasehold; loss of or delay in drilling or operating rights; cost of or loss of use of property, equipment, materials and services, including without limitation those provided by contractors or subcontractors of every tier or by third parties. Operator shall at all times be responsible for and hold harmless and indemnity Contractor and its suppliers, contractors and subcontractors of any tier from and against all claims, demands and causes of action of every kind and character in connection with such special, indirect or consequential damages suffered by Operator's co-owners, co-venturers, co-lesses, farmors, farmess, partners and joint owners.

14.13 Indemnity Obligation: Except as otherwise expressly limited in this Contract, it is the intent of parties hereto that all releases, indemnity obligations and/or liabilities assumed by such parties under terms of this Contract, including, without limitation, Subparagraphs 4.9 and 8.3(c), Paragraphs 10 and 12, and Subparagraphs 14.1 through 14.12 hereof, be without limit and without regard to the cause or causes thereof, including, but not limited to, pre-existing conditions, defect or ruin of premises or equipment, strict liability, regulatory or statutory liability, products liability, breach of representation or warranty (express or implied), breach of duty (whether statutory, contractual or otherwise) any theory of tort, breach of contract, fault, the negligence of any degree or character (regardless of whether such negligence is sole, joint or concurrent, active, passive or gross) of any party or parties, including the party seeking the benefit of the release, indemnity or assumption of liability, or any other theory of legal liability. The indemnities, and releases and assumptions of liability extended by the parties hereto under the provisions of Subparagraphs 4.9 and 6.3 and Paragraphs 10, 12 and 14 shall inure to the benefit of such parties, their co-venturers, co-lessess, joint owners, their parent, holding and affiliated companies and the officers, directors, stockholders, partners, managers, representatives, employees, consultants, agents, servants and insurers of each. Except as otherwise provided herein, such indemnification and assumptions of liability shall not be deemed to create any rights to indemnification in any person or entity not a party to this Contract, either as a third perty beneficiary or by reason of any agreement of indemnity between one of the parties hereto and another person or entity not a party to this Contract.

16. AUDIT

if any payment provided for hereunder is made on the basis of Contractor's costs, Operator shall have the right to audit Contractor's books and records relating to such costs. Contractor agrees to maintain such books and records for a period of two (2) years from the date such costs were incurred and to make such books and records readily available to Operator at any reasonable time or times within the period.

16. NO WAIVER EXCEPT IN WRITING

It is fully understood and agreed that none of the requirements of this Contract shall be considered as waived by either party unless the same is done in writing, and then only by the persons executing this Contract, or other duly authorized agent or representative of the party.

17. FORCE MAJEURE

Except as provided in this Paragraph 17 and without prejudice to the risk of loss, release and indemnity obligations under this Contract, each party to this Contract shall be excused from complying with the terms of this Contract, except for the payment of monies when due, if and for so long as such compliance is hindered or prevented by a Force Majeure Event. As used in this Contract, "Force Majeure Event" includes: acts of God, action of the elements, wars (declared or undeclared), insurrection, revolution, rebellions or civil strife, piracy, civil war or hostile action, terrorist acts, riots, strikes, differences with workmen, acts of public enemies, federal or state laws, rules, regulations dispositions or orders of any governmental authorities having jurisdiction in the premises or of any other group, organization or informal association (whether or not formally recognized as a government), inability to procure material, equipment, fuel or necessary labor in the open market, acute and unusual labor or material, equipment or fuel shortages, or any other causes (except financial) beyond the control of either party. Neither Operator nor Contractor shall be required against its will to adjust any labor or similar disputes except in accordance with applicable law. In the event that either party hereto is rendered unable, wholly or in part, by any of these causes to carry out its obligation under this Contract, it is agreed that such party shall give notice and details of Force Majeure in writing to the other party as promptly as possible after its occurrence. In such cases, the obligations of the party giving the notice shall be suspended during the continuance of any inability so caused except that Operator shall be obligated to pay to Contractor the Force Majeure Rate provided for in Subparagraph 4.8 above.

18. GOVERNING LAW:

	09-51807-rbk Doc#1415-1 Filed 03/12/10 Entered 03/12/10 15:40:53 Exhibit A Part 1 - Unison Drilling Contract Pg 6 of 12
	Revised April, 2003 Revised April, 2003 The State of Trans.
	THE SURE OF TEXAS
19.	INFORMATION CONFIDENTIAL:
	Upon written request by Operator, information obtained by Contractor in the conduct of drilling operations on this well, including, but not limited to, depth,
orm	audits perietrated, the results of coring, testing and surveying, shall be considered confidential and shall not be divulged by Contractor or its employees to
iny I	person, firm, or corporation other than Operator's designated representatives.
20.	SUBCONTRACTS:
	Either party may employ other contractors to perform any of the operations or services to be provided or performed by it according to Exhibit "A".
21,	ATTORNEY'S FEES
	If this Contract is placed in the hands of an attorney for collection of any sums due hereunder, or suit is brought on same, or sums due hereunder are collected
hrou	igh bankruptcy or arbitration proceedings, then the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
22.	CLAIMS AND LIENS:
	Contractor agrees to pay all valid claims for labor, material, services, and supplies to be furnished by Contractor hereunder, and agrees to allow no lien by
uch	third parties to be fixed upon the lease, the well, or other property of the Operator or the land upon which said well is located.
23.	ASSIGNMENT:
	Neither party may assign this Contract without the prior written consent of the other, and prompt notice of any such intent to assign shall be given to the
the	r party. In the event of such assignment, the assigning party shall remain liable to the other party as a guarantor of the performance by the assignee of the
em	s of this Contract. If any assignment is made that materially alters Contractor's financial burden, Contractor's compensation shall be adjusted to give effect
o an	ly increase or decrease in Contractor's operating costs.
4 .	NOTICES AND PLACE OF PAYMENT:
	Notices, reports, and other communications required or permitted by this Contract to be given or sent by one party to the other shall be delivered by hand,
naik	ed, digitally transmitted or telecopied to the address hereinabove shown. All sums payable hereunder to Contractor shall be payable at its address hereinabove shown
ınle	s otherwise specified herein.
5.	CONTINUING OBLIGATIONS:
	Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or
orbe	arance after such termination.
6.	ENTIRE AGREEMENT:
	This Contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement, and shall exclusively
Ontr	of and govern all work performed nereunder. All representations, offers, and undertakings of the parties made prior to the effective data because in the contract of the parties and the performance of the parties and the parties are the performance of the parties and the parties are the performance of the performance of the parties are the performance of the parties are the performance of the pe
	whiting, are thereon, sind no other contracts, agreements or work orders, executed prior to the execution of this Contract about its contract abou
_	, end of draing of conditions set out netern.
7.	SPECIAL PROVISIONS: Contractor agrees to perform all work to be conducted by him under the terms of this contract in accordance with the orders and directions of Operator, with due diligence and care and in good and workmanlike manner, and agrees to provide competent supervision of the rig and work performed hereunder.
8.	ACCEPTANCE OF CONTRACT:
	The foregoing Contract, including the provisions relating to indemnity, release of liability and allocation of risk of Subparagraphs 4.9 and 6.3(c),
,9/2	graphs 10 and 12, and Subparagraphs 14.1 through 14.12, is acknowledged, agreed to and accepted by Operator this 27 day of August 20 08
	day of August 20 05.
	OPERATOR: TXOO Resources, Inc.
	MANA DUMA
	Title: V-P-/LOO
	The foregoing Contract, including the provisions relating to Indemnity, release of Hability and allocation of risk of Subparagraphs 4.9, 6.3(c), Paragraphs
0 #4	nd 12, and Subparagraphs 14.1 through 14.12, is acknowledged, agreed to and accepted by Contractor thisday ofAugust, 20_06_,
	h is the effective date of this Contract, subject to rig availability, and subject to all of its terms and provisions, with the understanding that it will not be
ind	ing upon Operator until Operator has noted its acceptance and with the first in the secondary and the individual in the secondary and with the first individual in the secondary and the seconda
ulthi	ing upon Operator until Operator has noted its acceptance, and with the further understanding that unless said Contract is thus executed by Operator
- TOT II	in days of the above date Contractor shall be in no manner bound by its signature thereto.

Revised April, 2003

EXHIBIT "A"

To Daywork Contra	ct datedAug	ust 25 . 20 <u>08</u>	_			Ī
Operator TXCO F	Resources, Inc.			Contractor Unison D	rilling, inc.	
Well Name and Nu	mber <u>Briscoe</u>	Saner #2 - 24 H Ma	werick County Texa		HONE, HE.	
			ECIFICATIONS AND	SPECIAL PROVISIONS	\$	
1. CASING PROGE	RAM (See Paragraph	17)				
	Hole Size	Casing Size	Weight	Grade	Approximate	Walt on Cement
Conductor	N/A in.			_	Setting Depth	Time
Surface	12 1/4 in.	=====in,	lbs//		ft.	hrs
Protection	7 7/8 in.	5 1/2 in.	24 lbs/		t.	4 hrs
	in.	in.	lbs/		R.	hrs
Production	4 3/4 in.	in.	ibs/	t.	T.	hrs
Liner	in.	in.	ibs/	t	ft.	hrs hrs
	in.	in.	Rbs/	1.	ħ.	hrs
2. MUD CONTROL	PROGRAM (See Su	ibparagraph 8.2)				
De	epth interval					
	(n)			161-1-4-		
From	- -	_		Weight (lbs./gal.)	Viscosity (Secs)	Water Loss (cc)
rion	То	ту	pe Mud		V	(00)
As directed by	Operato	or.				

Other mud specifics	itions:				-	
3.2 Comme other ob Property 3.3 Automol accident; and 3.4 In the ellability under for each death 3.5 Other in The machine	pail of Contractor's er reial (or Comprehen iligations assumed in a Damage. bile Public Liability Instantional Liability	mployees working under sive) General Liability this Contract. The limit surance with limits of \$_ability Property Damage over water, Contract & Harbor Workers' Corron and \$N/A_Base of Insurance	r this Contract. r Insurance, includin shall be \$	g contractual obligation 90.06 for the death or injury of \$	Liability Insurance with limits of \$_ is as respects this Contract arcombined single limit per occ of each person and \$1.000	nd proper coverage for all currence for Bodity Injury and 1.000.00 for each int. ice, endorsements covering of \$
4.1 Drilling		on active expense of Co	viiractor unless other	wise noted by this Contra	nct.	
	-	Contractor as its Rie N	lo. 🔺	, the major items o	of addinment hair	
Drawworks: Make a	nd Model See at	tached rig inventory		, ure major items o	of equipment being:	I
Engines: Make, Mod	del, and H.P.					·
No. on Rig						
Pumps: No. 1 Make	e, Size, and Power	· · · · · · · · · · · · · · · · · · ·				
No. 2 Make	e, Size, and Power	·				
Mud Mixing Pump: I	Make, Size, and Powe	er				
Boilers: Number, Ma	ake, H.P. and W.P	· · · · · · · · · · · · · · · · · · ·	<u> </u>			
LETTICK OF MASE MA	ke, Size, and Capacit	у				
Substructure: Size a	and Capacity					
Rotary Drive: Type						
Drill Pipe: Size	in.	,1	t.; Size:	in	ft.	
Drill Collars: Number	er and Size					

Pauleari	Anni	200

	Size	Series or Test Pr.	Make & Model	Number
	losing Unit: ccumulator:			
4.2	Derrick timbers.			
4.3		pe and drill collars specified above.		
4.4	Conventional drift indicate			
4.5	Circulating mud pits.			
4.6	Necessary pipe racks an	d rigging up material.		
4.7	Normal storage for mud	and chemicals.		
4.8	Shale Shaker.			
4.9				
4.10				
4.11				
4 13				
4.14				
4.15				
4.16				
4.17				
		SERVICES TO BE FURNISHED BY OPER		
i ne i	machinery, equipment, to	ols, materials, supplies, instruments, service	s and labor hereinafter listed, including any	transportation required for such items, si
ovided at	the well location at the ex	xpense of Operator unless otherwise noted b	y this Contract.	
5.1	Furnish and maintain ad-	equate roadway and/or canal to location, righ	t-of-way, including rights-of-way for fuel and	tempor lines
				water lines, river crossings, highway
5.2	Stake location, clear and	grade location, and provide turnaround, incl	uding surfacing when necessary.	
5.3	Test tanks with pipe and			
5.4 5.5	Mud storage tanks with p			
5.6	Separator with pipe and			
5.7	Labor to disconnect and	onnect and disconnect mud tank, test tank, a	ind mud gas separator.	
5.8		clean test tanks and mud gas separator. lost circulation materials and other additives.		
5.9	Pipe and connections for			
5.10	Labor to lay, bury and re-			
5.11		imer cutters, stabilizers and special tools.		
5.12	Contract fishing tool serv			
5.13		ids, core barrels and wire line core catchers	if required	
5.14	Conventional core bits, o	ore catchers and core barrels.	rraqunau.	·
5.15	Diamond core barrel with			
5.16	Cement and cementing a	service.		
	Electrical wireline logging			
	Directional, caliper, or ot			
	Gun or jet perforating se			
	Explosives and shooting		•	
0.21 2.33	Formation testing, nyona	ulic fracturing, acidizing and other related ser	Vices.	
	Equipment for drill stem: Mud logging services.	lesting.		
	Sidewall coring service.			
5.25	Welding service for weld	ing bottom joints of casing, guide shoe, float	shop finst roller and in connection with inco	
5.26	Casing, tubing, liners, so	reen, float collars, guide and float shoes and	associated equipment	anny or wen nead equipment if required.
5.27	Casing scratchers and co	entralizers.		
5.28	Well head connections a	and all equipment to be installed in or on well	or on the premises for use in connection wit	h testing, completion and operation of we
3.4#	Sharrai oi sinded zioladi	o for mud and chemicals.		
7.30 £ 34	Rinurcit research in the	to conform to that shown for the blowout pre	venters specified in Subparagraph 4.1 above	b .
		packoff and testing services.	=101=4.4==4	
E 22	Casing Thread Protector	obers, elements and seals, if required, after in	nitial test	
		s and casing Euphcants. ent as necessary or as required by law.		
6.34		от не посельну от на технитесь руши.		
6.34 5.3 5	Site septic systems.	•	frilling operations is the measure that	
6.34 5.35 5.36	Site septic systems.	eir to BHA and subs upon completion of c	fritting operations is the responsibility of	operator.
6.34 5.35 5.36 6.37	Site septic systems. Inspection and rep Repair or replacem	eir to BHA and subs upon completion of completion of completion of completion of strices.	PDING Operations and / or Oil Base Must in	
5.34 5.35 5.36 5.37 5.38	Site septic systems. Inspection and rep Repair or replacem Any Pump liner siz	eir to BHA and subs upon completion of c tent to Annular Element as a result of strice other than rig inventory (6") along w/sw	oping operations and / or Oil Base Mud us abs and gaskets, time to install & remove	
5.34 5.36 5.36 5.37 5.38 5.39 5.40	Site septic systems. Inspection and rep Repair or replacem Any Pump liner siz	eir to BHA and subs upon completion of completion of committee and substitution of committee and	oping operations and / or Oil Base Mud us abs and gaskets, time to install & remove	
5.34 5.35 5.36 5.37 5.38 6.39 5.40	Site septic systems. Inspection and rep Repair or replacem Any Pump liner siz	eir to BHA and subs upon completion of c lent to Annular Element as a result of stri e other than rig inventory (6") along w/sw	oping operations and / or Oil Base Mud un abs and gaskets, time to install & remove	
6.34 5.36 5.36 5.37 5.38 6.39 5.40 5.41	Site septic systems. Inspection and rep Repair or replacem Any Pump liner siz	eir to BHA and subs upon completion of committee of the substitution of the substituti	oping operations and / or Oil Base Mud un abs and gaskets, time to install & remove	
6.34 5.35 5.36 5.37 5.38 6.39 5.40 5.41 5.42	Site septic systems. Inspection and rep Repair or replacem Any Pump liner siz	eir to BHA and subs upon completion of s lent to Annular Element as a result of stri e other than rig inventory (6") along w/sw	oping operations and / or Oil Base Mud us abs and gaskets, time to install & remove	
6.34 6.35 6.36 6.37 6.38 6.39 6.41 5.42 5.43	Site septic systems. Inspection and rep Repair or replacem Any Pump liner siz	eir to BHA and subs upon completion of s lent to Annular Element as a result of stri e other than rig Inventory (6") along w/sw	oping operations and / or Oil Base Mud us abe and gaskets, time to install & remove	
6.34 5.36 5.36 5.37 5.38 6.39 5.40 5.41 5.42 5.43 5.44	Site septic systems. Inspection and rep Repair or replacem Any Pump liner siz	eir to BHA and subs upon completion of s lent to Annular Element as a result of stri e other than rig inventory (6") along w/sw	oping operations and / or Oil Base Mud us abs and gaskets, time to install & remove	
6.34 5.36 5.36 5.37 5.38 5.40 5.41 5.42 5.43 5.44 5.45	Site septic systems. Inspection and rep Repair or replacem Any Pump liner siz	eir to BHA and subs upon completion of s lent to Annular Element as a result of strip e other than rig Inventory (6") along w/sw	oping operations and / or Oil Base Mud us abs and gaskets, time to install & remove	
6.34 6.35 5.36 5.37 5.38 6.39 5.40 5.41 5.42 5.43 5.44 5.45 6.46	Site septic systems. Inspection and rep Repair or replacer Any Pump liner siz	eir to BHA and subs upon completion of s lent to Annular Element as a result of strip e other than rig Inventory (6") along w/sw	oping operations and / or Oil Base Mud us abs and gaskets, time to install & remove	
6.34 6.35 6.37 5.38 6.39 5.40 5.41 5.42 5.43 5.44 5.45 6.46 5.47	Site septic systems. Inspection and rep Repair or replacer Any Pump liner siz	eir to BHA and subs upon completion of s lent to Annular Element as a result of stri e other than rig inventory (6") along w/sw	abe and gaskets, time to install & remove	

6. EQUIPMENT, MATERIALS AND SERVICES TO BE FURNISHED BY DESIGNATED PARTY:

Revised April, 2003

The machinery, equipment, tools, materials, supplies, instruments, services, and labor listed as the following numbered items, including any transportation required for such items unless otherwise specified, shall be provided at the well location and at the expense of the party hereto as designated by an X mark in the appropriate column.

	To Be Provk	fed By and
Nom	At The Exp	pense Of Contractor
Cellar and Runways	Y	Contractor
Ditches and sumps	X	
Fuel (located at)	X	
ruel Lines (length)		X
Water at source, including required permits	X	
Water well, including required permits		*****
vvater lines, including required permits	<u> </u>	
Water storage tanks 400 Bis. capacity		
Potable water	×	X
Labor to operate water well or water pump		X
Maintenance of water well, if required	¥	
Water Pump	~	
Fuel for water pump	Y	
Mats for engines and boilers, or motors and mud pumps	N/A	
Transportation of Contractor's property:		
Move in		•
Move out		X
Materials for "boxing in" rig and derrick	N/A	X
Special strings of drill pipe and drill collars as follows:	N/A	
To be furnished by Operator.	X	
Kelly joints, subs, elevators, tongs, slips and BOP rams for use with special		
anii pipe	x	
Drill pipe protectors for Kelly joint and each joint		
of drill pipe running inside of Surface Casing as required, for use with normal strings of drill pipe		
Drill pipe protectors for Kelly joint and drill pipe running	X	
inside of Protection Casing.	v	
Rate of penetration recording device	X	
Extra labor for running and cementing casing (Casing crews)	- <u></u>	X
Continue to a local continue and continue costing (Casing Crews)	X	
Casing tools	х	
Power casing tongs	X	
Laydown and pickup machine	×	
Tubing tools	X	
Power tubing tong		
***************************************	NA	
Service Barge	NA	
Service Tug Boat	N/A	
Rat Hole	X	
Mouse Hole	X	
Reserve Pits & Shale pit		
Upper Kelly Cock	X	
	N/A	
Lower Kelly Valve	NA	
Drill Pipe Safety Valve - TIW - available on floor		×
Inside Slowout Preventer	N/A	
Drilling hole for or driving for conductor pipe		
Charges, cost of bonds for public roads		
Portable Toilet	NA	
Portable Toilet	X	
Trash Receptacle	x	
Linear Motion Shale Shaker		· · · · · · · · · · · · · · · · · · ·
Shale Shaker Screens drill pipe screens	X	X
Mud Cleaner		
Mud/Gas Separator	X	
Parandar da barretaria	X	
Desander rig inventory		X
Desitter rig inventory		X
Degasser	X	
Centrifuge		
Rotating Head	x	
Poteting Head Dubban	X	
Rotating Head Rubbers	X	
Hydraulie Adjustable Choke - Manuel		×
Pit Volume Totalizer	X	····
		
Communication, type mobile for Ric Use Only	-	X
Communication, type <u>mobile for Rig Use Only</u> Forklift, capacity Telescoping 9000ff	~	
Forklift, capacity Telescoping 90006	X	
Forklift, capacity <u>Telescoping 9000#</u> Corrosion Inhibitor for protecting drill string	x	
Forklift, capacity Telescoping 90006		
Forklift, capacity <u>Telescoping 9000#</u> Corrosion Inhibitor for protecting drill string	x	
Forklift, capacity <u>Telescoping 9000#</u> Corrosion Inhibitor for protecting drill string	x	
Forklift, capacity <u>Telescoping 9000#</u> Corrosion Inhibitor for protecting drill string	x	

09-51807-rbk Doc#1415-1 Filed 03/12/10 Entered 03/12/10 15:40:53 Exhibit A Part 1 - Unison Drilling Contract Pg 10 of 12

7. OTHER PROVISIONS:

Revised April, 2003

09-51807-rbk Doc#1415-1 Filed 03/12/10 Entered 03/12/10 15:40:53 Exhibit A Part 1 - Unison Drilling Contract Pg 11 of 12

Revised April, 2003

EXHIBIT "B"

(See Subparagraph 8.3)

The following clauses, when required by law, are incorporated in the Contract by reference as if fully set out:

- (1) The Equal Opportunity Clause prescribed in 41 CFR 50-1.4.
- (2) The Affirmative Action Clause prescribed in 41 CFR 60-250.4 regarding veterans and veterans of the Vietnam era.
- (3) The Affirmative Action Clause for handicapped workers prescribed in 41 CFR 80-741.4.
- (4) The Certification of Compliance with Environmental Laws prescribed in 40 CFR 15.20.

Unison Drilling, Inc.

Rig #4

P.O. Box 715 Devine, TX. 78016 830-663-4700 Fax 830-663-4725 830-663-4703

Depth Capacity 4,700 '

Drawworks

Spencer-Harris 3500, trailer mounted, Baker N-4 S/D Drawworks powered by CAT 3406T diesel engine (475HP) coupled to a torque converter. Foster hydraulic makeup & breakout catheads, belt driven hydraulic pump and Quincy 375 air compressor.

Mast

Spencer-Harris 96' hydraulic raised & cable scoped 4- leg mast, 150,000# hook load 5 crown sheaves, grooved for 1" drill line, racking board, 4" stand pipe.

Substructure

Rig floor is 7' high X 14' wide with stairs & V-Door. 1-piece mud boat is 12"high x 37' long x 12' wide. Pony sub is 30" high.

Mud Pumps

1. Gardner Denver PZ-8 Triplex pump w/6" liners, chain driven by Cat D-398

#2. Garden Denver PZ-8 Triplex pump w/6" liners, chain driven by Cat D-398

Mud Systems

Earth pit system w/2 - 12" cone desander w/5 X 6 centrifugal pump powered by Cat 3304T diesel engine, mud mixing hopper, all mounted on 8' X 12' master skid.

Rotating Equipment

18" Skytop Brewster, 44" centers and split master bushing.

Utility House/Generators.

Main Generator - Cat 210 KW, 220 3 phase generator set powered by Cat 3306T diesel engine. Standby Generators- Cat 100 KW, 220 3 phase generator set powered by Cat 3304T diesel engine.

Quincy 375 air compressor with 10 HP electric motor.

All the above mounted inside 8' wide X 13' long utility house, electric control panel with wiring, lights mounted on 1981 Hobbs 40' long trailer, along with a 2000 gallon fuel tank.

Water Tank & Top Dog House Comb.

300 barrel open top water storage tank, 7'8" W X 26' L dog house scopes down inside of water tank.

B.O.P. Equipment

8" 3M Regan annular.

Drill String

150 Jts. 4" FH 14.40# Grade E, Range 2 Drill Pipe, 12 - 6" OD Drill Collars, 4 1/4" X 40' long square kelly w/ shuck.

Traveling Equipment

McKissick 75 ton traveling block unitized w/ BJ 75 Ton Hydra Hook, TL 120 ton swivel.

Miscellaneous Related Equipment

Mathey Hydraulic wire line measuring device w/ 15 HP Electric Motor. 1 - 8' X 30' junk box setup w/4 station closing unit.